

# City Of Torrington

Torrington Parks and Recreation  
153 South Main Street  
Torrington, CT 06790



Tel: (860) 489-2274  
Fax: (860) 489-2588  
[www.torringtonct.org](http://www.torringtonct.org)

## **MEMORANDUM**

**To:** Members of City Council, Pennie Zucco, Purchasing Agent  
**From:** J. Brett Simmons, Superintendent of Parks and Recreation  
**CC:** Ray Drew, Director of Public Works; Parks and Recreation Commission  
**Date:** February 27, 2020  
**Re:** Bid #OBP-032-022120 – Outdoor Basketball Court and Parking Lot Improvements

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On behalf of the Parks and Recreation Department, I would like to recommend awarding - Bid #OBP-032-022120 – Outdoor Basketball Court and Parking Lot Improvements at several park locations to Constantine Paving & Sealing of Glastonbury, CT. This work includes asphalt crack sealing, asphalt seal coating, and line painting where applicable.

The Bid Amounts I would like to recommend awarding are as follows:

- |   |                    |
|---|--------------------|
| • Jiggs Donahue Park Basketball Court           | \$3,138.00         |
| • Elise Besse Park Basketball Court             | \$3,112.00         |
| • Joe Ruwet Park Basketball Court               | \$3,251.00         |
| • Oak Ave Sports Complex Basketball Court       | \$3,302.00         |
| • Fuessenich Park – asphalt surface inside park | \$5,165.00         |
| <b>• Total</b>                                  | <b>\$17,968.00</b> |

There are sufficient capital funds available for this project.

Please refer to the Bid Summary Sheet and Bid Documents attached.

Thank you.

*.....Explore the possibilities*



City of Torrington

Bid Name Outdoor Basketball Court - Parkside Lot Bid Number OBP-032-022120  
Date of Opening February 2, 2020 Time of Opening 11:00 AM  
Improvements

VENDOR	BID BOND	NON-COLLUSION	BID AMOUNT	ADDENDUM
Constantine Finny + Sealing 100 Krieger Lane Ward	✓	✓	Park #1 3138- #2 3112- #3 3251- #4 3302-	#3 5165- ✓
Coastaltonbury, CT 06033 Asphalt Repair Solutions 20 North Karley Rd. Oxford CT 06478	✓	✓	Park #1 3053- #2 2956- #3 3075-	#4 3707- ✓ #5 5646-
CT Seal Coating LLC PO. Box 571 Bethlehem, CT 06075	✓	✓	Park #1 4585- #2 4585- #3 4585-	#4 4585- ✓ #5 3294-

OBP-032-022120

Outdoor Basketball Court and Parking Lot Improvements

2/21/2020

	#1 Jiggs Donahue	#2 - Elisse Besse	#3 - Joe Ruwet	#4 - Oak Ave	Total #1-4	#5 - Fuessenich	Total #1-5
Constantine Paving & Sealing	\$ 3,138.00	\$ 3,112.00	\$ 3,251.00	\$ 3,302.00	\$ 12,803.00	\$ 5,165.00	\$ 17,968.00
Asphalt Repair Solutions	\$ 3,053.00	\$ 2,956.00	\$ 3,075.00	\$ 3,707.00	\$ 12,791.00	\$ 5,646.00	\$ 18,437.00
CT Sealcoating, LLC.	\$ 4,585.00	\$ 4,585.00	\$ 4,585.00	\$ 4,585.00	\$ 18,340.00	\$ 3,294.00	\$ 21,634.00



**CITY OF TORRINGTON**  
**INVITATION TO BID**

**BID #OBP-032-022120 OUTDOOR BASKETBALL COURT AND PARKING LOT IMPROVEMENTS**

**Bid opening: February 21, 2020 Time: 11:00 AM Location: City Hall, 140 Main St., Rm 206, Torrington, CT**

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: 100%

**SUBMIT AN ORIGINAL AND TWO (2) COPIES.**

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: January 30, 2020

Purchasing Agent \_\_\_\_\_  
Pennie Zucco

Item	Price
<b><u>Project A:</u></b> Jiggs Donahue Park, Elise Besse Park, Joe Ruwet Park, Oak Avenue Sports Complex basketball court per specifications	*****SEE PRICING SHEETS*****
<b><u>Project B:</u></b> Fuessenich Park lower section parking Lot per specifications	

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bidder: Constantine Paving + Sealing

Address: 100 Krieger Ln Unit D Glensburg CT 06033

(Signed By) William Constantine III Title: vice president

Name (please print) William Constantine Date: 2/13/20

Phone: 860.633.7004 Fax: 860.633.4173

E-Mail: constantinsealing@gmail.com

Federal Tax Identification Number: (FEIN) 47-4709330

Comments: product substitutions included



## INSTRUCTION TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 206. Bids received later than the date and time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

**BID DOCUMENTS:** are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: [www.torringtonct.org](http://www.torringtonct.org) UNDER "Open Bids". Adobe Acrobat reader is required to view this document. If you do not have this software, you may download it for free from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

**NONAPPROPRIATION:** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Torrington for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

**BID BONDS:** shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city by reason of such failure shall be retained and paid into the city treasury.

**REPLIES:** whether bid or no bid, submittal must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

**FREIGHT:** Prices quoted shall be net delivery F.O.B. Torrington, CT. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

**QUESTIONS:** Request for interpretation of any portion of the bid may be made to the Purchasing Agent: Voice 860/489-2225, Fax 860/489-2547 and email: [pennie\\_zucco@torringtonct.org](mailto:pennie_zucco@torringtonct.org). All bidder questions pertaining to the contract specifications and plans under this contract shall be placed in writing and addressed to: City Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790; Any Fax or email shall be followed up with a telephone call to verify receipt. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

**EXPARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

**NON-COLLUSION STATEMENTS:** In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion



statement. **NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

**UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

**CONTRACT:** A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**TAXES:** Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

**LEGALITY:** All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

**INDEMNIFICATION:** The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.



The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**DEFAULT:** It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**SUSPENSION AND DEBARMENT:** The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

**Suspension:** A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

**Debarment:** A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidder's expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.



**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder. In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**OPTION TO RENEW:** This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 60 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

#### **BONDS:**

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check or Bank Check.

**Maintenance Bond:** The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

**Consent for Release of Final Payment:** AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

#### **INSURANCE:**

**Certificate of Insurance:** All insurers shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. In the event the Contractor/City Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage then those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project Requirements. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle



Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

**Workers' Compensation Insurance:** For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the State of Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the City, its subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

**Additional Security:** The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

**PREVAILING WAGE:** When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

**CITIZENSHIP:** Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

**SAFETY:**

**Machine and/or Equipment Hazard Assessment and Safety Training:** Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

**Occupational Safety and Health Act of 1970:** Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

**Machines and/or Equipment Lockout/Tagout:** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be



supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

**Toxic Substance Control Act (PL94-469):** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

**Hazardous Materials:** Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

**Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**SUB-CONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) day notice to the bidder.

**The City of Torrington reserves the right to award or reject any or all bids or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.**

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

**SAMPLE FORM**  
Bid # OBP-032-022120

**NON-COLLUSION AFFIDAVIT**

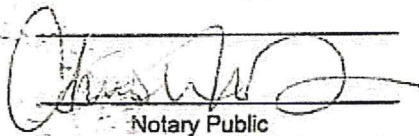
STATE OF CT COUNTY OF Hartford

I, William Constantine, being first duly sworn, deposes and says that:

1. I am of Constantine Paving & Sealing, the bidder that has submitted the attached request for proposal for outdoor Basketball courts;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed William Constantine  
Title vice president

Subscribed and sworn to before this  
18th day of February, 2020

  
Notary Public

**CHRISTINE M. MONACO**  
My commission expires NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 2020

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.



**INVITATION TO BID**  
**OBP-032-022120**  
**OUTDOOR BASKETBALL COURT AND PARKING LOT IMPROVEMENTS**

The City of Torrington is seeking sealed bids from qualified contractors for the upgrade and repair of four (4) Outdoor Basketball Courts throughout the City. The work is comprised of furnishing all equipment, labor, material and superintendence for repairs to multiple Basketball Court(s) at various Park locations, Torrington, CT. **ALSO INCLUDED** is the disposal of all waste materials by the awarded contractor (*Dumpster if necessary, shall be provided by the contractor at contractor's expense*). **PROJECT B:** Repair to lower section of Fuessenich Park parking lot.

The deadline for bid submittals is **February 21, 2020 at 11:00 AM**. All Bids submitted to the Purchasing Department, City Hall, 140 Main Street, Room 206, Torrington, CT 06790. One original and two (2) exact copies placed in a sealed envelope and clearly marked "**BID # OBP-032-022120, OUTDOOR BASKETBALL COURT AND PARKING LOT IMPROVEMENTS**". Bids received after the time and date will be rejected and returned unopened. In the event of the closure of City Hall, proposals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. All bid submissions and materials become property of the City and will not be returned. **No fax or e-mail Bids will be accepted.**

Vendors can do a site visit to each of the locations of the basketball courts and Fuessenich Park.

The Deadline for submitted questions is **February 10, 2020 by 4:00 pm**. Questions directed to Pennie Zucco, Purchasing Agent, [pennie\\_zucco@torringtonct.org](mailto:pennie_zucco@torringtonct.org). All information by the City except by written addendum shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any proposer against the city. Vendor responsible to check City website for addendum/updates 48 hours prior to bid opening.

It is the sole responsibility of the bidder to see that the bid is in the hands of the proper authority prior to the bid opening time. The City will not be liable for any costs incurred by a contractor in the preparation or submission of a proposal.

The information provided herein is not intended to and shall not bind the City of Torrington to any of the statements or assumptions set forth herein. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

This Bid shall remain open and shall not be withdrawn for a period of sixty (60) days from the date set for its opening. The sixty-day period may be extended upon written mutual agreement.

The City of Torrington reserves the right to award or reject any or all bids or any portion thereof; to waive technicalities; to award the contract to a bidder other than the lowest bid, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals, and that in the city's judgment, will best serve the public interest.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER**  
**MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**



## **SPECIFICATIONS OBP-032-022120**

### **OUTDOOR BASKETBALL COURT AND PARKING LOT IMPROVEMENTS**

The City of Torrington is seeking sealed proposals from qualified contractors to crack seal, seal coat, line stripe and patch (as needed) four (4) Outdoor Basketball Courts throughout the City. The work is comprised of furnishing all equipment, labor, material and superintendence for these repairs. Prospective Bidders are encouraged to inspect the site and existing conditions. **ALSO INCLUDED** is the disposal of all waste materials by the awarded contractor (if dumpster is required, contractor to supply). **PROJECT B:** The City is seeking proposals to crack seal and seal coat the lower section at Fuessenich Park parking lot.

#### **PROJECT A:**

**Outdoor Basketball Court Improvements** - Jiggs Donahue Park, 33 East Earl Street; Elise Besse Park, 277 Winthrop Street; Joe Ruwet Park, 219 Petricone Drive; Oak Avenue Sports Complex, 321 Oak Avenue.

- The City is seeking proposals to crack seal, seal coat, line stripe, and patch (as needed) four Outdoor Basketball Courts throughout the City.
- Proposals should be broken out by location, with lump sum pricing for each individual repair.
- Prospective Bidders are encouraged to inspect the site and existing conditions.
- Any materials removed during this project, shall be removed off site at the expense of the contractor. All grass and debris shall be removed from any cracks before being sealed. All debris shall be removed from the surface prior to performing any of the work specified.
- If a dumpster is required, it will be at the contractors' expense.
- Products to be used and installed in accordance to manufacturers specifications:
  - **Seal Coating** – Tarconite Pavement Sealer (Professional Grade) by NEYRA Industries, Inc. To be installed in accordance with manufacturers specifications.
  - **Crack Sealant** – CRAFCO Sealant by CRAFCO, Inc. To be installed in accordance with manufacturers specifications.
  - **Line Striping** – approved traffic marking paint. Survey mark-out and apply two-inch (2") white playing lines in accordance with basketball court standards. To be installed in accordance with manufacturers specifications.

#### **PROJECT B:**

**Fuessenich Park** - Lower Level Parking Lot Improvements, 33 Coe Place, Torrington, CT

- The City is seeking proposals to crack seal and seal coat the lower section at Fuessenich Park.
- Prospective Bidders are encouraged to inspect the site and existing conditions.
- Any materials removed during this project, shall be removed off site at the expense of the contractor. All grass and debris shall be removed from any cracks before being sealed. All debris shall be removed from the surface prior to performing any of the work specified.
- If a dumpster is required, it will be at the contractors' expense.
- Products to be used and installed in accordance to manufacturers specifications:
  - **Seal Coating** – Tarconite Pavement Sealer (Professional Grade) by NEYRA Industries, Inc. To be installed in accordance with manufacturers specifications.
  - **Crack Sealant** – CRAFCO Sealant by CRAFCO, Inc. To be installed in accordance with manufacturers specifications.

**Additional Information to be submitted with Proposal:**

- Must submit at least three (3) references for work completed for state or local Municipal Governmental agencies with contact information submitted with bid proposal. Include contact names, phone number(s) and email address. References will be checked prior to award. Any negative responses may result in disqualification of bid.
- Warranty Information for work performed and materials used
- Product information sheets for all materials to be used
- Contractor must be Licensed and Insured in the State of CT and required to supply proof if awarded contract.
- The city will decide, if budgets allow, if all or selected parks will be completed.
- Pricing on all items must be held firm for the duration of contract
- Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors

**All bids shall include all materials and labor costs, expertise and supervision associated with performing the work specified for a Turnkey project.**

**\*\*\*Vendor responsible to check City website for addendum to be submitted with bid\*\*\***

The bidder hereby acknowledges receipt of and agrees this submittal is based on the BID and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as nonresponsive.

ADDENDUM # <u>1</u> DATED <u>2/12/20</u>	ADDENDUM _____ DATED _____
ADDENDUM # _____ DATED _____	ADDENDUM _____ DATED _____
ADDENDUM # _____ DATED _____	ADDENDUM _____ DATED _____

(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.



**PRICE SHEET**  
**OUTDOOR BASKETBALL COURT AND PARKING LOT IMPROVEMENTS**  
**OBP-032-022120**

**OPTION A - PRICE SHEET – OUTDOOR BASKETBALL COURTS –**

<b>Park</b>	<b>Jiggs Donahue Park</b>
<b>Street</b>	<b>33 East Pearl Street</b>
Crack Seal – all cracks on asphalt court surface	\$ 1,051.00
Seal coat – entire asphalt court surface	\$ 1,387.00
Line Stripe – entire court in accordance with basketball standards.	\$ 700.00
Asphalt Patch Repairs for large cracks that cannot be crack sealed (if applicable.)	\$ Not Applicable
<b>Total Price</b>	<b>\$ 3,138.00</b>
<b>Anticipated Timeframe to Complete:</b>	<b>3 days</b>

<b>Park</b>	<b>Elise Besse Park</b>
<b>Street</b>	<b>277 Winthrop Street</b>
Crack Seal – all cracks on asphalt court surface	\$ 940.00
Seal coat – entire asphalt court surface	\$ 1,472.00
Line Stripe – entire court in accordance with basketball standards.	\$ 700.00
Asphalt Patch Repairs for large cracks that cannot be crack sealed (if applicable.)	\$ Not Applicable
<b>Total Price</b>	<b>\$ 3,112.00</b>
<b>Anticipated Timeframe to Complete:</b>	<b>3 days</b>

<b>Park</b>	<b>Joe Ruwet Park</b>
<b>Street</b>	<b>219 Petricone Drive</b>
Crack Seal – all cracks on asphalt court surface	\$ 954.00
Seal coat – entire asphalt court surface	\$ 1,597.00
Line Stripe – entire court in accordance with basketball standards.	\$ 700.00
Asphalt Patch Repairs for large cracks that cannot be crack sealed (if applicable.)	\$ Not Applicable
<b>Total Price</b>	<b>\$ 3,251.00</b>
<b>Anticipated Timeframe to Complete:</b>	<b>3 days</b>

<b>Park</b>	<b>Oak Avenue Sports Complex</b>
<b>Street</b>	<b>321 Oak Avenue</b>
Crack Seal – all cracks on asphalt court surface	\$ 1,113.00
Seal coat – entire asphalt court surface	\$ 1,489.00
Line Stripe – entire court in accordance with basketball standards.	\$ 700.00
Asphalt Patch Repairs for large cracks that cannot be crack sealed (if applicable.)	\$ N/A
<b>Total Price</b>	<b>\$ 3,302.00</b>
<b>Anticipated Timeframe to Complete:</b>	<b>3 days</b>
<b>Total Price – all courts</b>	<b>12,803.00</b>

**PRICE SHEET  
OUTDOOR BASKETBALL COURT AND PARKING LOT IMPROVEMENTS  
OBP-032-022120**

**OPTION B: PARKING LOT IMPROVEMENTS**

Park	Fuessenich Park
Street	33 Coe Place
Crack Seal – all cracks on asphalt surface	\$ 1900.00
Seal coat – entire asphalt surface starting at double entry gate through the lower asphalt section inside the stadium.	\$ 3265.00
Total Price	\$ 5165.00
Anticipated Timeframe to Complete:	2 days
Total Price – Fuessenich Park	\$ 5165.00

My bid proposal shall include all materials and labor costs, expertise and supervision associated with performing the work specified.

\*\*\*\*\*Vendor responsible to check City website for addendum to be submitted with bid\*\*\*\*\*

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.



**STATEMENT OF REFERENCES**  
**OBP-032-022120**  
**OUTDOOR BASKETBALL COURT AND PARKING LOT IMPROVEMENTS**

List five references which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications.

**Reference No. 1**

Customer Name/email: Town of Clinton - r.potter@clintonct.org  
Contact Individual: Bo Pollard Phone No: 860 853 8344  
Address: 201 Killingworth Fokelinton CT 06413  
Contract Amount: \$56,742.00 Year: 2019  
Description of work done: resurface running track / lines

**Reference No. 2**

Customer Name/email: Town of Andover Briodyj@andover.k12.ct.us  
Contact Individual: Sohn Briody Phone No: 860 742 4041  
Address: 35 School St Andover CT 06232  
Contract Amount: 16,850.00 Year: 2017  
Description of work done: Crack fill / seal coat / line stripe lot / Basketball court

**Reference No. 3**

Customer Name/email: Town of Glastonbury  
Contact Individual: Ray Partell Phone No: 860 652 7687  
Address: Wells Village Park Glastonbury CT 06033  
Contract Amount: 12,000.00 Year: 2016  
Description of work done: resurface Basketball courts / lineshipe

**Reference No. 4**

Customer Name/email: Town of Coventry ~~Bill Trudelle~~ w.trudelle@coventry.ct.gov  
Contact Individual: Bill Trudelle Phone No: 860 234 1460  
Address: 78 Ripleigh Rd Coventry CT 06238  
Contract Amount: 61,181.00 Year: 2019  
Description of work done: resurface running track / striping

**Reference No. 5**

Customer Name/email: Town of Middletown - @william.russo@middletownct.gov  
Contact Individual: Bill Russo Phone No: 860 638 4850  
Address: 66 Spring St Middletown CT  
Contract Amount: 11,700.00 Year: 2016  
Description of work done: resurface playground / Basketball courts / striping

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

**Acceptance of Terms of this Agreement**  
**OUTDOOR BASKETBALL COURT AND PARKING LOT IMPROVEMENTS**  
**OBP-032-022120**

Name of Proposer: Constantine Paving + Sealing  
Contact Person: William Constantine III  
Address: 100 Arroyo Ln Unit D  
City/State/Zip: Glastonbury CT 06033  
Telephone: 860 633 7004 Fax: 860 633 4713  
E-mail: constantinsealing@gmail.com  
Authorized Signature William Constantine III Title: William vice president  
Name Printed: William Constantine Date: 2/13/20

It is agreed by the above signed proposer that the signature and submission of this proposal. Represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The above signed has carefully examined the specifications and all other bidding documents related to the project, acquainted themselves with the site and all other conditions relevant to the work and made all evaluations and investigations necessary to fully understand any difficulties, which may be encounter in performing the work.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

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